

Claim # 5207A733616/02070301

A06 52A733616		VEHICLE SCREEN				TODAY 02/08/02			
EAMES, THOMAS A						FROM 09/22/02 TO 03/22/02			
VEHICLE 2 ACTION						RATE HI ADDTL COST			
VT MY MAKE SERIES		BODY STYLE	VEHICLE ID NUMBER		SYMBOL PER PI	AMOUNT NEW			
PP 92 FORD TAURUS L		OT OTHER	1FALP50U7NA277289		13 13 N 0	NO			
ENG	PASSIVE			COMMUTE	ANNL			MLT SUE	
SIZE	DAMAGE	RESTRAINT		USE	MILE/WK	MILE	CAR CLS		
N	NONE	AF AIR BAG F		P	10		Y 01		
RATED	BIRTH	MART	DRVRS	RES	YD	GOOD	DEF	CAR VEH	RATI
DRIVER	DATE	SEX STAT	TYPE	CHLD	ADLT	STD	DRVRS	POOL TIER	SNR FCTI
1	08/10/56	F M	P	Y	N	N	N	N	N 0.81
<b>COVERAGES</b>									
COMP	100	25.70			INSD				
COLL	250	65.30			APIP				
PD	50000	49.60			LOU	25/800	12.00		
BI	100/300	117.50			T&L				
DB					CB				
UMBI	100/300	82.00			PE				
UMPD	10000	INCL							
PIP	FULL	35.50							
<b>TOTAL 387.60</b>									

INQUIRE V3 (CH TO CHANGE)

PIP adjuster  
 Christopher Lewis  
 302-325-8952

- rental coverage - if needed

Rich Foskein  
 Field Invest.  
 178-7667

1-2 bus. days  
 Lisa P. Pepper  
 645-8337

Jeanesse.

A31

Insurance Nationwide Inc.  
 Linda Howard  
 877-724-3202  
 cell-302-242-1063

AUTO MEMORANDUM OF INSURANCE

POLICY NUMBER: 52A733616  
POLICY HOLDER: THOMAS A &/OR ROBERTA L EAMES

POLICY EFF DATE: 03/22/  
POLICY EXP DATE: 09/22/

IMPORTANT NOTICE

THIS MEMORANDUM OF INSURANCE PROVIDES BASIC INFORMATION REGARDING COVERAGE AND INTERESTS PROTECTED BY YOUR POLICY AS OF 06/17/03.

NATIONWIDE MUTUAL INSURANCE COMPANY (23787)

VEHICLE #1  
1999 FORD EXPLORER  
1FMZU34EXXZA79505

COMPREHENSIVE	100
COLLISION	250
PROPERTY DAMAGE	50000
BODILY INJURY	100/300
PERSONAL INJURY PROTECTION	FULL
POLICY COVERAGE	
UNINSURED MOTORIST--BODILY INJURY	100/300
UNINSURED MOTORIST--PROPERTY DAMAGE	10000

THIRD PARTY: LIENHOLDER  
WILMINGTON TRUST CO  
INSURANCE SERV CNTR  
PO BOX 9289  
RICHMOND, VA 23227-0289  
LIEN EXP DATE: 04/15/2008

Culver Insurance Agency  
517 Bridgeville Road  
Seaford, DE 19973  
PHONE (302) 629-2510

6667

DATE

THOMAS A &/OR ROBERTA L EAMES  
14908 CONCORD ROAD  
SEAFORD, DE 19973-8293

A03  
NAME:

## AUTO RATE QUOTE #1 - COVERAGES

ST

EFF DATE [REDACTED]  
AGT ID [REDACTED]

COMP	100	50.40
COLL	250	122.90
PD	10000	51.60
BI	15/30	83.80
DB	DB	.70
UMBI	15/30	21.00
UMPD	10000	INCL
PIP	FULL	35.80

INSD

APIP	CNW	
LOU	BROAD	12.00
T&L	T&L	1.50
CB	CNW	

PE

TOTAL 379.70

DR:CG:ADLT

RF/SC/TIER

BY:SX:MS:P/O

USE:RS

DISCOUNT

CURRENT TOTL/INST \$379.70 / \$192.85

&lt;PREV PG&gt; CLASS &lt;NEXT PG&gt; QUOTE #2 &lt;TAB&gt; CHANGE

&lt;GO&gt; TO SELECT QUOTE #1

LISA BROADBENT INS., INC.  
 20 POLLY DRUMMOND HILL RD  
 NEWARK, DE 19711  
 Phone (302) 731-0044

July 11, 2000

**Auto price in Newark**

We appreciate the opportunity to provide service to you. Outlined below is the auto rate quote we discussed. This quote reflects the rates as of 07/11/00. The "built in" features of our policy are tailored to your needs and provide valuable protection for your money. To begin protection, call or stop by my office. Thank you for considering Nationwide.

Vehicle Information	Nationwide Mutual Company Rates	Nationwide Mutual Company Rates
<b>Coverage Information</b>		
Comprehensive--Actual Cash Value:		
Coverage Not Chosen		
Actual Cash Value Comprehensive	\$31.80	
Collision--Actual Cash Value:		
Coverage Not Chosen		
250 Deductible Collision	\$66.60	
Bodily Injury:		
100/300 Per Person/Occurrence	\$120.20	\$127.60
Property Damage:		
100000 Per Occurrence	\$40.20	\$42.80
Personal Injury Protection:		
Full Coverage	\$49.40	\$31.50
Additional Personal Injury Protection:		
85/270 Additional PIP	\$37.10	\$23.70
Medical Payments:		
Death Benefits	\$.70	\$.50
Loss of Use:		
Coverage Not Chosen		
Broad Coverage	\$12.00	
Towing and Labor:		
T&L \$50 Per Disablement	\$1.50	\$1.50
CB Coverage:		
Coverage Not Chosen		
Total Vehicle Premium	\$249.10	\$338.00

Coverage Information

\*\*\*\*\*  
Policy Coverage

Uninsured Motorists--Bodily Injury:  
100/300 Per Person/Occurrence \$116.10  
Uninsured Motorists--Property Damage:  
10,000 Per Occurrence Included

\*\*\*\*\*

Semi-Annual Policy Premium \$703.20  
Installment Amount (2-Pay Plan) \$354.60

Total Premium Without The Following Discounts \$ 800.10

Home & Car Discount \$ 63.50  
Long-Term Policyholder \$ 33.40

Net Premium \$ 703.20

\* Other Discounts May Apply

Newark

AUTO BINDER RECEIPT      POLICY NUMBER [REDACTED]  
[REDACTED]      POLICY EFF. DATE [REDACTED]

THE UNDERSIGNED COMPANY AGREES TO EXTEND THE FOLLOWING COVERAGES AS RESPECTS THE DESCRIBED AUTOMOBILE(S) FOR A PERIOD OF 30 DAYS FROM THE EFFECTIVE DATE INDICATED, PENDING THE ISSUANCE OF AN AUTOMOBILE INSURANCE POLICY. THIS EXTENSION OF INSURANCE SHALL BE IN ACCORDANCE WITH THE TERMS OF THE COMPANY'S AUTO INSURANCE POLICIES AND MANUAL OF RATES AND CLASSIFICATIONS APPLICABLE IN THE STATE ON THE EFFECTIVE DATE OF THIS AGREEMENT. THIS AGREEMENT MAY BE CANCELLED BY THE COMPANY BY MAILING WRITTEN NOTICE TO THE APPLICANT STATING WHEN IN ACCORDANCE WITH ANY APPLICABLE STATUTES OR POLICY TERMS SUCH CANCELLATION SHALL BE EFFECTIVE.

NATIONWIDE MUTUAL INSURANCE COMPANY

VEH #1  
[REDACTED]

COMPREHENSIVE	50	\$164.80
COLLISION	250	\$329.50
BODILY INJURY	100/300	\$340.00
PROPERTY DAMAGE	25000	\$146.90
DEATH BENEFITS	DB	\$1.90
PERSONAL INJURY PROTECTION	FULL	\$193.00

TOTAL VEHICLE PREMIUM	\$1176.10
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\*\*\*\*\*  
POLICY COVERAGE

UNINSURED MOTORIST--BODILY INJURY	100/300	\$50.60
UNINSURED MOTORIST--PROPERTY DAMAGE	10,000	INCLUDED

SEMI-ANNUAL PREMIUM	\$1,226.70
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Lien:

THIS ACKNOWLEDGES RECEIPT OF      \$0.00

T. J. Hoban  
HOBAN INSURANCE AGENCY  
18 HICKORY STREET  
P O BOX 70  
FRANKFORD, DE 19945  
PHONE (302) 732-9505

5774      DATE

5/11/11

A36

CHECKS AND DRAFTS ARE RECEIVED SUBJECT TO COLLECTION ONLY

AUTO MEMORANDUM OF INSURANCE

POLICY NUMBER: [REDACTED]  
POLICY HOLDER: [REDACTED]

POLICY EFF DATE: 03/2  
POLICY EXP DATE: 09/2

IMPORTANT NOTICE

THIS MEMORANDUM OF INSURANCE PROVIDES BASIC INFORMATION REGARDING COVERAGE AND INTERESTS PROTECTED BY YOUR POLICY AS OF 11/10/04.

NATIONWIDE MUTUAL INSURANCE COMPANY (23787)

VEHICLE #1

COMPREHENSIVE	ACV
COLLISION	200
PROPERTY DAMAGE	100000
BODILY INJURY	100/300
DEATH BENEFITS	DB
PERSONAL INJURY PROTECTION	FULL
LOSS OF USE	30/900
TOWING AND LABOR	T&L

POLICY COVERAGE

UNINSURED MOTORIST--BODILY INJURY	100/300
UNINSURED MOTORIST--PROPERTY DAMAGE	10000

THIRD PARTY: [REDACTED]

*V. Daskop*  
LISA BROADBENT INS INC  
20 Polly Drummond Hill Rd  
Newark, DE 19711  
PHONE (302) 731-0044

6693

DATE

VIOLATIONS, ACCIDENT HISTORY  
[REDACTED]

## VEHICLE AND COVERAGE INFORMATION

	Vehicle 1	Vehicle 2		
Model Year	[REDACTED]	[REDACTED]		
Make	[REDACTED]	[REDACTED]		
Model	[REDACTED]	[REDACTED]		
Vehicle Identification Number	[REDACTED]	[REDACTED]		
Registered Owner(s)	[REDACTED]	[REDACTED]		
Product Type	[REDACTED]	[REDACTED]		
Sub Product Type				
Rate Symbol	[REDACTED]	[REDACTED]		
Existing Damage				
Description	[REDACTED]	[REDACTED]		
Cause				
Salvaged/Rebuilt Title				
Reason	[REDACTED]	[REDACTED]		
Customized				
Description	[REDACTED]	[REDACTED]		
Amount				
Symbol				
Stated Amount				
Inspection				

## Vehicle Level Coverages

Comprehensive	250	\$17.80	250	\$29.80		
Collision	CNW		500	\$61.30		
Property Damage	10000	\$45.80	10000	\$45.80		
Bodily Injury	15/30	\$64.40	15/30	\$64.40		
Death Benefits	DB	\$0.70	DB	\$0.50		
Personal Injury Protection	FULL	\$71.50	FULL	\$42.80		
Deductible Applies To	CNW		CNW			
Addl. Pers. Inj. Protection	CNW		CNW			
Loss of Use	CNW		CNW			
Towing & Labor	T&L	\$1.50	T&L	\$1.50		
CB Coverage	CNW		CNW			
Personal Effects						
Total Vehicle Premium		\$201.50		\$246.10		

## POLICY LEVEL COVERAGES

Uninsured Motorists - BI	15/30	\$40.10	
Uninsured Motorists - PD	10000	INCLUDED	
Policy Level Premium		\$40.10	

VEHICLE AND POLICY LEVEL DISCOUNTS  
[REDACTED]

Long Term	[REDACTED]	[REDACTED]
Multi Car	[REDACTED]	[REDACTED]
Annual Mileage	[REDACTED]	[REDACTED]
Passive Restraint	[REDACTED]	[REDACTED]

VEHICLE AND POLICY LEVEL SURCHARGES  
[REDACTED]

A06 [REDACTED]		VEHICLE SCREEN	EFF [REDACTED]	TODAY [REDACTED]
VEHICLE 3 ACTION ADD		FROM [REDACTED]	TO [REDACTED]	
VT MY MAKE SERIES BODY STYLE		VEHICLE ID NUMBER	RATE [REDACTED]	ADDTL COST
		SYMBOL ALT PI	AMOUNT NEW	
PP [REDACTED]	[REDACTED]	[REDACTED]	13 10 N	
ENG	S/ PASSIVE		COMMUTE	ANNL REG
SIZE	DAMAGE	RT RESTRAINT	USE MILE/WK	MILE OWN
N RATED	N BIRTH	N AD MART	W 010	10 1
DRIVER	DATE	SEX STAT	DRV'R RES YD GOOD	DEF CAR VEH RATE
			TYPE CHLD ADLT STDT	DRV'R POOL TIER SNR FCTR
1				1
COVERAGES				
COMP	250	INSD	CNW	
COLL		APIP		
PD	10000	LOU		
BI	15/30	T&L	T&L	
DB	DB	CB		
UMBI	15/30	PE		
UMPD	10000			
PIP	FULL			

INQUIRE CD (CH TO CHANGE)

POLICY NUMBER [REDACTED]

COVERAGES

VEH 1

COMPREHENSIVE	100	\$48.00
COLLISION	250	\$114.00
BODILY INJURY	15/30	\$138.00
PROPERTY DAMAGE	10000	\$96.00
PERSONAL INJURY PROTECTION	FULL	\$126.00
UNINSURED MOTORIST-BI	15/30	\$18.00
UNINSURED MOTORIST-PD	10000	INCLUDED
LOSS OF USE	LOU	\$6.00
TOTAL PREMIUM:	\$546.00	

TERM PREMIUM: \$546.00  
PAY PLAN: IINSTALLMENT PREMIUM: \$182.40  
AMOUNT COLLECTED: \$182.40

**AUTO POLICY CHANGE REQUEST**

DATE PREPARED: 06  
 CHANGE EFF DATE: 0  
 POLICY EFF DATE: 0  
 POLICY EXP DATE: 1

POLICY NUMBER: [REDACTED]  
 POLICY HOLDER: [REDACTED]

THE UNDERSIGNED COMPANY AGREES TO EXTEND THE FOLLOWING COVERAGES AS RESPECTS THE DESCRIBED AUTOMOBILE(S) COMMENCING ON THE CHANGE EFFECTIVE DATE INDICATED, PENDING THE ISSUANCE OF A NEW DECLARATION PAGE OR THE EARLIER TERMINATION OF THESE COVERAGE(S) BY THE COMPANY OR THE POLICYHOLDER. THIS EXTENSION OF INSURANCE SHALL BE IN ACCORDANCE WITH THE TERMS OF THE COMPANY'S AUTO INSURANCE POLICIES AND MANUAL OF RATES AND CLASSIFICATIONS APPLICABLE IN THE STATE ON THE CHANGE EFFECTIVE DATE OF THIS CHANGE REQUEST. THIS COVERAGE MAY BE CANCELLED BY THE COMPANY BY MAILING WRITTEN NOTICE TO THE POLICYHOLDER STATING WHEN IN ACCORDANCE WITH ANY STATUTES OR POLICY TERMS SUCH CANCELLATION SHALL BE EFFECTIVE.

**NATIONWIDE ASSURANCE COMPANY (10723)**

VEHICLE #1  
 [REDACTED]

COMPREHENSIVE	100
COLLISION	100
PROPERTY DAMAGE	10000
BODILY INJURY	15/30
UNINSURED MOTORIST--BODILY INJURY	15/30
UNINSURED MOTORIST--PROPERTY DAMAGE	10000
PERSONAL INJURY PROTECTION	FULL
LOSS OF USE	30/600

HOBAN INSURANCE AGENCY  
 18 HICKORY STREET  
 P O BOX 70  
 FRANKFORD, DE 19945  
 PHONE (302) 732-9505

5774

DATE

CHECKS AND DRAFTS ARE RECEIVED SUBJECT TO COLLECTION ONLY.



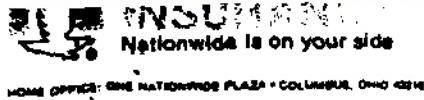
11 REVIEW 1 OF 2		ESTIMATED BILLING FOR TERM		CHANGE	EFF DATE	TERM
EXT RENEWAL				\$48.00	TIER 01	
OMP	VEH 1	VEH 1	VEH 2	VEH 2		
OLL			100	32.60	100	32.60
I	15/30	121.80	15/30	121.80	15/30	95.60
D	10000	64.60	10000	64.60	10000	39.60
P	MBI	15/30	35.20	15/30	0.00	15/30
MPD	10000	INCL	10000	INCL	10000	INCL
IP	FULL	63.90	FULL	63.90	FULL	39.10
NSD			TL	1.50	TL	1.50
PIP						
DDL						
E						
TOTAL		285.50	285.50	283.10		283.10
FCTR/PTS		1.55/00	1.55/00	.95/00		.95/00
IS:P/O:SX:BY						
JLG:ADLT:USE						
DISC GS, MC					MC	
OLD POLICY PREM	\$705.80	NEW POLICY PREM	\$795.00			
ENTER DS FOR DISCOUNT SAVINGS SCREEN, N1 FOR RENEWAL RATING						CHANGE R2



HOME OFFICE: ONE NATIONWIDE PLAZA • COLUMBUS, OHIO 43268

## 11 REVIEW 1 OF 2

EXT RENEWAL	ESTIMATED BILLING FOR TERM			CHANGE	EFF DATE	
				\$48.00	TIER 01	TERM S
VEH 1	VEH 1	VEH 2	VEH 2			
OMP		100	32.60	100	32.60	
OLL		100	95.60	100	95.60	
II 15/30	121.80	15/30	121.80	15/30	74.70	15/30
WD 10000	64.60	10000	64.60	10000	39.60	10000
IP						
JMBI 15/30	35.20	15/30	35.20	15/30	0.00	15/30
JMPD 10000	INCL	10000	INCL	10000	INCL	10000
JIP FULL	63.90	FULL	63.90	FULL	39.10	FULL
INSD						
VPIP						
ADDL		TL		1.50	TL	1.50
?E						
<b>TOTAL</b>	<b>285.50</b>		<b>285.50</b>		<b>283.10</b>	<b>283.10</b>
R_PCTR/PTS	1.55/00		1.55/00		.95/00	.95/00
MS:P/O:SX:BY						
CLG:ADLT:USE						
DISC GS,MC						
OLD POLICY PREM \$705.80 NEW POLICY PREM \$795.00						
ENTER DS FOR DISCOUNT SAVINGS SCREEN, N1 FOR RENEWAL RATING						CHANGE R2



HOME OFFICE: ONE NATIONWIDE PLAZA • COLUMBUS, OHIO 43215

A11 REVIEW 1 OF 2

NEXT RENEWAL

			ESTIMATED BILLING FOR TERM	CHANGE \$48.00	EFF DATE TIER 01	TERM S
	VEH 1	VEH 1	VEH 2	VEH 2	VEH 2	VEH 2
COMP			100	32.60	100	32.60
COLL			100	95.60	100	95.60
BI	15/30	121.80	15/30	121.80	15/30	74.70
PD	10000	64.60	10000	64.60	10000	39.60
MP						
UMBI	15/30	35.20	15/30	35.20	15/30	0.00
UMPD	10000	INCL	10000	INCL	10000	INCL
PIP	FULL	63.90	FULL	63.90	FULL	39.10
INSD						
APIP						
ADDL			TL	1.50	TL	1.50
PE						
TOTAL		285.50		285.50		283.10
R FCTR/PTS		1.55/00		1.55/00		.95/00
MS:P/O:SX:BY						
CLG:ADLT:USE						
DISC GS,MC						
OLD POLICY PREM	\$705.80	NEW POLICY PREM	\$795.00			
ENTER DS FOR DISCOUNT SAVINGS SCREEN, N1 FOR RENEWAL RATING						CHANGE R2



HOME OFFICE: ONE NATIONWIDE PLAZA • COLUMBUS, OHIO 43260

11 REVIEW 2 OF 2		CHANGE EFF DATE	
EXT RENEWAL		ESTIMATED BILLING FOR TERM	\$48.00 TIER 01 TERM
** RERATED **			
VEH 3		VEH 3	
OMP		ACV	25.40
OLL		100	79.80
I 15/30	66.80	15/30	59.00
D 10000	35.40	10000	31.30
IP			
MBI 15/30	0.00	15/30	0.00
MPD 10000	INCL	10000	INCL
PIP FULL	35.00	FULL	30.90
NSD			
PIP			
ADL			
RE			
TOTAL	137.20		226.40
R PCTR/PTS	.85/00		.75/00
MS:P/O:SX:BY			
CLG:ADLT:USE			
DISC MC,AM			
OLD POLICY PREM	\$705.80	NEW POLICY PREM	\$795.00
ENTER DS FOR DISCOUNT SAVINGS SCREEN, N1 FOR RENEWAL RATING			
CHANGE CD			

A11 UNABLE TO RATE - VEH1	MANUAL RATE		TIER 01	TERM S	EFF	TODAY		
		RERATED				VEH2	FROM	TO
COMP	250	16.70	250	16.70	250	28.30	250	28.3
COLL					500	58.20	500	58.2
PD	10000	43.50	10000	43.50	10000	43.50	10000	43.5
BI	15/30	61.20	15/30	61.20	15/30	61.20	15/30	61.2
DB	DB	.70	DB	.70	DB	.50	DB	.5
PIP	FULL	67.90	FULL	67.90	FULL	40.70	FULL	40.7
INSD								
APIP								
LOU								
T&L	T&L	1.50	T&L	1.50	T&L	1.50	T&L	1.5
CB								
PE								
UMBI	15/30	40.10			- POLICY COVERAGE			
UMPD	10000	INCL			- POLICY COVERAGE			
	TOTAL	191.50	TOTAL	191.50	TOTAL	233.90	TOTAL	233.9
DRV/R/TERR								
RF/PTS/RS		.77/00/12		.77/00/12		.77/00/23		
BY: SX: MS: P/O								
CLG: ADULT: USE		:N:P		:N:P		:N:P		:N:P
DISCOUNTS	HC, LT, MC, AM		HC, LT, MC, AM		HC, LT, MC, AM, PR		HC, LT, MC, AM, PR	

OLD POLICY PREM \$465.50 CURRENT PREM NOT AVAILABLE  
 ENTER DS FOR DISCOUNT SAVINGS SCREEN, N1 FOR RENEWAL RATING

INQUIRE R2

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**In the Matter Of:**

**Eames**

**v.**

**Nationwide Mutual Insurance Company**

**C.A. # 04-CV-1324 KAJ**

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**Transcript of:**

**Glenn W. Deaton**

**August 9, 2005**

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Wilcox & Fetzer, Ltd.  
Phone: 302-655-0477  
Fax: 302-655-0497  
Email: lhertzog@wilfet.com  
Internet: www.wilfet.com

Eames  
Glenn W. Deaton

v.  
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company  
August 9, 2005

Page 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

THOMAS A. EAMES, ROBERTA L. EAMES )  
and TAMMY EAMES, on behalf of )  
themselves and all others )  
similarly situated, )  
Plaintiffs, )  
v. ) Civil Action  
NATIONWIDE MUTUAL INSURANCE ) No. 04-CV-1324 KAJ  
COMPANY, )  
Defendant. )

Deposition of Glenn Deaton Agency, Inc.  
taken pursuant to Federal Rule of Civil Procedure  
30(b)(6) through its designee GLENN W. DEATON at the  
law offices of Murphy, Spadaro & Landon, 1011 Centre  
Road, Suite 210, Wilmington, Delaware, beginning at  
10:40 a.m., on Tuesday, August 9, 2005, before Kurt A.  
Fetzer, Registered Diplomate Reporter and Notary  
Public.

APPEARANCES:

JOHN S. SPADARO, ESQ.  
MURPHY SPADARO & LANDON  
1011 Centre Road - Suite 210  
Wilmington, Delaware 19805

For the Plaintiffs

CURTIS P. CHEYNEY, III, ESQ. A48  
SWARTZ CAMPBELL & DETWEILER  
1601 Market Street - 34th Floor  
Philadelphia, Pennsylvania 19103-2316  
For the Defendant

WILCOX & FETZER  
1330 King Street - Wilmington, Delaware 19801  
(302) 655-0477

Eames  
Glenn W. Deaton

v.  
C.A. # 04-CV-1324 KAJ

Nationwide Mutual Insurance Company  
August 9, 2005

1 APPEARANCES: (Cont'd)  
 2 ROBERT J. LEONI, ESQ.  
 3 MORGAN SHELBY & LEONI  
 4 131 Continental Drive - Suite 206  
 Newark, Delaware 19713  
 5 For the Witness  
 6 GLENN W. DEATON,  
 7 the deponent herein, having first been  
 8 duly sworn on oath, was examined and  
 9 testified as follows:  
 10 EXAMINATION  
 11 BY MR. SPADARO:  
 12 Q. Sir, would you state your name for the record,  
 13 please?  
 14 A. Glenn W. Deaton.  
 15 Q. Can you tell me your home address, please?  
 16 A. 128 Sweet Gum Drive, Dover, Delaware, 19904.  
 17 Q. Have you given sworn testimony under oath at a  
 18 deposition proceeding before?  
 19 A. Yes.  
 20 Q. And you understand that I will be asking you  
 21 questions at the deposition and that you will be  
 22 expected to answer them completely and truthfully  
 23 under oath?  
 24 A. Yes, I do.

Page 2

Page 4

1 (The reporter read back the last answer.)  
 2 BY MR. SPADARO:  
 3 Q. Do I understand from your answer that you're  
 4 indicating that in the business in which you operate  
 5 Nationwide acts as a principal and you act as  
 6 Nationwide's agent?  
 7 A. The term principal I use to describe myself as  
 8 an agency, I'm the agency principal.  
 9 Q. The principal of the business?  
 10 A. Correct.  
 11 Q. Maybe I should ask. What is your relationship  
 12 to the Glenn Deaton Agency Incorporated?  
 13 A. I'm the president of the corporation and the  
 14 primary agent-producer.  
 15 Q. And what do you mean by "agent-producer"?  
 16 A. I am responsible for the sale of the products  
 17 in the office and also have other licensed staff, but  
 18 I am the primary producer of sales, salesperson, if  
 19 you will.  
 20 Q. What does -- if I refer to the Glenn Deaton  
 21 Agency Incorporated as Deaton or the Deaton Agency,  
 22 will you know what I mean?  
 23 A. Yes.  
 24 Q. What, if anything, does the Deaton Agency sell?

Page 3

Page 5

1 Q. And will you agree that if any question I ask  
 2 is unclear to you or if you feel that it needs  
 3 rephrasing or repetition, you will ask me to clarify  
 4 or repeat the question?  
 5 A. Yes, I will.  
 6 Q. And if you need to take a break, let me know  
 7 that. I'm going to try to move quickly enough so that  
 8 we don't need any breaks during your testimony, but  
 9 that doesn't mean you're not entitled to take one if  
 10 you want to. Okay?  
 11 A. Okay.  
 12 Q. Are you represented by any attorney at this  
 13 deposition?  
 14 A. I am.  
 15 Q. Is Mr. Leoni representing you today?  
 16 A. Yes, he is.  
 17 Q. And are you a representative of the Glenn  
 18 Deaton Agency Incorporated?  
 19 A. I am.  
 20 Q. What is the Glenn Deaton Agency Incorporated?  
 21 A. I'm an independent contractor, agent, principal  
 22 for Nationwide Insurance Company.  
 23 MR. SPADARO: Could you read that back,  
 24 Kurt?

1 A. We sell a variety of property, casualty and  
 2 life and health, financial service products, including  
 3 automobile, homeowner, commercial property liability,  
 4 worker's compensation, life insurance and some mutual  
 5 funds and variable products as well.  
 6 Q. The products that you listed are all insurance  
 7 products, are they not?  
 8 A. Correct.  
 9 Q. And does the Deaton Agency sell Nationwide  
 10 Insurance products to consumers?  
 11 A. Yes.  
 12 Q. And does the Deaton Agency sell exclusively  
 13 Nationwide Insurance products to Delaware consumers?  
 14 A. I am a captive, exclusive agent of Nationwide.  
 15 I do have opportunities to sell products outside of  
 16 that arrangement, but primarily Nationwide products.  
 17 Q. Are you able to estimate roughly the percentage  
 18 of Nationwide Insurance products that you sell  
 19 compared to the insurance products of other insurance  
 20 companies?  
 21 A. Nationwide sales represents I would say 90 to  
 22 95 percent of our overall sales.  
 23 Q. What do you mean when you are referring to the  
 24 Deaton Agency as captive? A49

2 (Pages 2 to 5)

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1 A. I have a contract to sell Nationwide's products  
2 exclusively. I'm required to sell Nationwide's  
3 products. I'm not allowed to broker or go outside of  
4 that agreement for market. In other words, if  
5 Nationwide offers that product for sale, I'm going to  
6 sell their product.

7 If I have occasion to sell a product that  
8 Nationwide is not interested in that market, I'm  
9 allowed to place that through another carrier.

10 Q. So you're allowed to sell other insurance  
11 companies' products so long as they don't compete in  
12 this market with products that Nationwide is selling?

13 A. Correct.

14 Q. I hope you understand what I meant. When I  
15 said, "this market," I meant Delaware. And I think  
16 you understood my question that way?

17 A. Correct. That's the only state that I am  
18 licensed to transact.

19 Q. And you do hold a professional license?

20 A. Yes, I do.

21 Q. Could you identify it for me?

22 A. I have a license through the Delaware Insurance  
23 Commissioner's office, an agency's license to sell all  
24 of the products that I mentioned, property, casualty,

Page 8  
1 A. Yes, it does.  
2 Q. If you turn to the fourth page of the document,  
3 do you see there an appendix that purports to set  
4 forth a description of the documents being subpoenaed  
5 and the topics for your testimony today?

6 A. Yes.

7 Q. And on the next page do you see the heading  
8 Matters for Examination?

9 A. Yes.

10 Q. And you understand that under that heading is  
11 set forth the three subject areas which I'll be asking  
12 questions about today?

13 A. Yes.

14 Q. And have you had a chance to review those  
15 subject areas before today's deposition?

16 A. I have.

17 Q. Are you prepared to answer questions relating  
18 to those three subject areas?

19 A. I am.

20 Q. Thank you.

21 How many employees does the Deaton Agency  
22 have, sir?

23 A. Including myself, five.

24 Q. Let me ask you a little bit more about your

Page 7  
1 life, health, bonding and variable annuities as well.  
2 Q. You understand, do you not, that you've been  
3 designated by the Deaton Agency to testify on its  
4 behalf at this deposition?

5 A. Yes.

6 Q. Do you freely accept that designation?

7 A. Yes, I do.

8 MR. SPADARO: Let me ask the court  
9 reporter to mark as Exhibit 1 to your deposition a set  
10 of documents that purports to be a copy of a letter  
11 signed on my behalf by another attorney in my firm,  
12 Mr. Brockstedt, dated March 24, 2005 and addressed for  
13 hand delivery to the Glenn Deaton Agency Incorporated,  
14 attached to which is a copy of the subpoena that we  
15 served on the Glenn Deaton Agency in this case.

16 (Deaton Deposition Exhibit No. 1 was  
17 marked for identification.)

18 BY MR. SPADARO:

19 Q. Have you had an opportunity to examine the  
20 document that's been marked as Deaton Exhibit 1?

21 A. Yes, I have.

22 Q. Have you seen this document before, Mr. Deaton?

23 A. Yes.

24 Q. Does it appear to be what I have described?

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1 relationship, the agency's relationship with  
2 Nationwide, if I could. Okay?  
3 Does the Deaton Agency lease equipment  
4 from Nationwide?

5 A. Could you be more specific about equipment?

6 Q. Well, is there office equipment that you use in  
7 your business operations like computers, telephones  
8 and that sort of thing?

9 A. All of the office equipment belongs to my  
10 business. It's not property of Nationwide Insurance,  
11 desks, chairs, filing cabinets.

12 Computer equipment specifically for many  
13 years was the property of Nationwide Insurance and we  
14 were required by contract to lease their hardware and  
15 use their software. A few years ago they decided to  
16 get out of the hardware business. And basically the  
17 agents now own the hardware, but we are under contract  
18 to use their software and their pipeline, if you will,  
19 the company intranet and the software and all the  
20 products of running the software and the computer is  
21 provided by Nationwide, but the computer is owned by  
22 the agency.

23 Q. When you say that the software is owned by  
24 Nationwide, does that include what might be called A50

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1	document management software?	1 PIP coverage. If I do that, will you know what I
2	<b>A. Yes.</b>	2 mean?
3	Q. Do you send and receive e-mails at the Deaton	3 <b>A. Yes.</b>
4	Agency?	4 Q. And --
5	<b>A. Yes, we do.</b>	5 MR. LEONI: John, I'm just going to ask
6	Q. If I understand correctly, is it correct to say	6 that you make sure that if he doesn't understand it in
7	that your e-mails are sent and received on	7 the context that you're asking that you explain that
8	Nationwide's file server?	8 because we have to make sure he understands it in the
9	<b>A. That's correct.</b>	9 context that you're using it.
10	Q. How is the Deaton Agency compensated for its	10 MR. SPADARO: Sure.
11	role in selling Nationwide Insurance products in	11 BY MR. SPADARO:
12	Delaware?	12 Q. We have agreed if you have any questions about
13	<b>A. We're compensated strictly through commissions</b>	13 my questions you will ask me, right?
14	<b>on products that we sell. We have no other source of</b>	14 <b>A. Certainly.</b>
15	<b>income other than commission based on the sales.</b>	15 Q. I'm not trying to give you an insurance 101
16	Q. When a premium is obtained from a consumer in	16 quiz. But just for the record can you give me your
17	connection with the sale of a Nationwide Insurance	17 understanding of what limits of liability means as an
18	product through the Deaton Agency, do you begin by	18 insurance term?
19	transferring the premium to Nationwide?	19 <b>A. Sure. Limits of liability would be the amount</b>
20	<b>A. Yes. Any premium received by our office is in</b>	20 <b>provided by the contract, a maximum amount based on a</b>
21	<b>a fiduciary capacity, is placed in a fiduciary</b>	21 <b>per person limit or a per occurrence limit, but limit</b>
22	<b>account, a premium-bearing account only and is</b>	22 <b>of liability would be the maximum amount payable by</b>
23	<b>remitted to Nationwide. And I receive my commission</b>	23 <b>the company for a claim, a covered claim.</b>
24	<b>after they have processed their transactions on a</b>	24 Q. And that amount is a dollar amount?
1	<b>biweekly basis.</b>	1 <b>A. Correct.</b>
2	Q. So Nationwide collects premiums and then pays	2 Q. So it's expressed in numbers, is expressed in
3	to you commissions based on how much premium was	3 dollars?
4	collected?	4 <b>A. It's expressed in dollars, yes.</b>
5	<b>A. Right.</b>	5 Q. Are you able to give me a step-by-step
6	Q. How are employees' salaries paid? Are they	6 description -- I could break it down if you want me
7	paid directly by the Deaton Agency?	7 to, but maybe it's faster not to. It's your
8	<b>A. Yes. The employees are employees of myself and</b>	8 preference.
9	<b>are paid directly by me.</b>	9 If I ask you to give me a step-by-step
10	Q. How long have you been the president of the	10 description of the process by which an ordinary
11	Deaton Agency?	11 Delaware consumer in your neighborhood comes in and
12	<b>A. I started with Nationwide in the fall of 1989.</b>	12 purchases a Nationwide auto policy, could you do that
13	<b>Fifteen, sixteen years.</b>	13 for me?
14	Q. Now, Mr. Deaton, we're going to be referring to	14 <b>A. Yes, I could.</b>
15	a particular type of coverage within the automobile	15 Q. Okay. Would you, please?
16	Insurance product known as personal injury protection.	16 <b>A. Sure. Once a quote is given -- generally, the</b>
17	Are you familiar with that term?	17 <b>process starts by an individual requesting a quote for</b>
18	<b>A. I am.</b>	18 <b>what the coverage would be.</b>
19	Q. And if I call it personal injury protection,	19 <b>We would --</b>
20	you'll know what I mean?	20 Q. I'm sorry. I don't mean to interject. Along
21	<b>A. Yes.</b>	21 the way I may ask you to clarify a term here or there.
22	Q. If I call it PIP, you will know what I mean?	22 <b>A. Sure.</b>
23	<b>A. Yes.</b>	23 Q. By "quote" you're referring to the consumers
24	Q. I may make reference to limits of liability for	24 asking how much will it cost me to buy auto insurance?

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1 A. They would like a price quotation for the cost  
2 of coverage.  
3 We would gather the required information  
4 that is needed to prepare a quote, certain personal  
5 information about the type of vehicle, driving record,  
6 information about the driver and so forth. Once the  
7 quote is prepared and given and accepted, the  
8 application process would start where we would  
9 basically complete the Nationwide application on the  
10 computer, generate an application, going through the  
11 various information as needed about drivers and so  
12 forth, the vehicle and coverages.  
13 At that point we would interview with the  
14 client or with the applicant explaining and requesting  
15 if they have specific limitations, limits of liability  
16 that they would like to compare with, if they have a  
17 current contract. If they do not have current  
18 coverage, we would explain to them what's required by  
19 law and then show them the option limits that are  
20 available.  
21 Upon completion of the application it  
22 would be printed out and any trailing documents that  
23 were required to be signed -- a trailing document  
24 would be a document in addition to the application

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1 with a receipt. The application would be released or  
2 sent to Nationwide by the computer. We would set up a  
3 new file retaining the documents in our file. No  
4 paper really transactions go to Nationwide. It's done  
5 electronically and we retain the original application  
6 and any trailing documents in our file. Premiums are  
7 collected by our firm, by our agency, are deposited in  
8 a local bank, are remitted on Nationwide's remittance  
9 program. And they will then a couple of business days  
10 later they will electronically draft those funds from  
11 the fiduciary account.  
12 At that point the policy is processed and  
13 generated directly by Nationwide from their service  
14 center and sent out to the insured.  
15 We tell every applicant that they will  
16 receive their policy package directly from Nationwide  
17 with I.D. cards and the policy packet itself; when  
18 it's received to please give us a call if they have  
19 any questions, to review if there's anything there  
20 that they're not sure of. And we would set up our  
21 file from there and that's basically, that's the basic  
22 transaction process.  
23 Q. Okay. Let me ask you about the point at which  
24 the premium has been collected and a binder or

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1 itself. The form A is considered a trailing document.  
2 A vehicle inspection form, if a vehicle may be  
3 customized or altered or have existing damage we are  
4 required to view the vehicle and potentially have a  
5 document, a trailing document as an inspection report.  
6 A child's or student's report card that would be in  
7 line for a discount, a defensive driving class, any  
8 supplemental document that would affect the rate  
9 provided or the coverage provided, we would be  
10 required to obtain those, signatures on the  
11 application and any trailing documents would be  
12 obtained.  
13 We would review what coverages are elected  
14 and rejected by the applicant.  
15 Q. When all of that was completed what would  
16 happen?  
17 A. The premium would be collected based on the  
18 applicant's choice of pay plan. There are a variety  
19 of different pay plan options available. We would  
20 collect the appropriate premium, provide a receipt.  
21 And we would at that point provide a binder or  
22 memorandum of insurance, some proof that the  
23 application process had been completed.  
24 We would provide that to the applicant

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1 memorandum of insurance or other proof of insurance  
2 has been provided to the consumer. Okay?  
3 A. (The witness nodded.)  
4 Q. Are you with me?  
5 A. Yes.  
6 Q. Have I so far characterized that part of your  
7 testimony correctly?  
8 A. Yes.  
9 Q. At that point is the consumer insured for  
10 automobile insurance by Nationwide?  
11 A. Yes.  
12 Q. So it's your understanding at that point an  
13 insurance contract exists?  
14 A. Yes.  
15 Q. How long after that point -- well, at that  
16 point the consumer presumably goes, leaves your office  
17 and goes home carrying the auto memorandum of  
18 insurance or binder or other proof of insurance,  
19 right?  
20 A. Correct.  
21 MR. CHEYNEY: Objection.  
22 Q. How much time typically passes, if you can tell  
23 me, between that event and the consumer's receipt of  
24 policy documents generated from Nationwide's service

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1 center?

2 **A. Generally, one week, approximately a week's**  
**3 time to process and have that sent out in the mail to**  
**4 them.**

5 Q. Have you known it to take less than a week?

6 **A. Yes.**

7 Q. Have you known it to take more than a week?

8 **A. Yes.**

9 Q. On the far end of the scale, how long does it  
10 take when it takes longer than a week?

11 **A. Only an additional day or two, maybe ten days**  
**12 maximum.**

13 Q. And if the insured vehicle is involved in an  
14 automobile collision during that one week to ten-day  
15 interim, it's your understanding that Nationwide  
16 insures that event?

17 MR. CHEYNEY: Objection.

18 **A. Correct.**

19 Q. Where is the Nationwide service center? Do you  
20 know?

21 **A. It is in Gainesville, Florida for the bulk of**  
**22 the automobile policies that we issue. They're**  
**23 generated from the Gainesville, Florida service**  
**center.**

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1 process. Many times we would hot print or screen  
2 print, if you will, the quote to show them if they  
3 brought their policy with them and they would like to  
4 compare, we would print off a document like that which  
5 would be just a screen print. But there is a formal  
6 quote letter that can be generated if it's requested.

7 Q. Whether the document is generated hard copy or  
8 not, is it often the case that the consumers are  
9 allowed to see the quote in writing while they're in  
10 your office?

11 **A. Yes.**

12 Q. Are there any other documents that as part of  
13 this process the consumers either see visually or are  
14 allowed to take with them?

15 **A. Yes.**

16 Q. I think you mentioned the memorandum of  
17 insurance or binder or other proof of insurance.

18 **A. Correct.**

19 Q. That's one category of documents that is given  
20 to the consumer, right?

21 **A. Correct. They are offered a copy of the**  
**22 physical application as well and the Delaware Form A**  
**23 Delaware Protection Act document.**

24 Q. I think you referred earlier to options that

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Page 21

1 Q. Are there other Nationwide service centers that  
2 address other regions of the country?

3 **A. Yes.**

4 Q. Thank you.

5 This process you've described very  
6 patiently for me, which I appreciate, this step-by-  
7 step process by which the consumer purchases the auto  
8 insurance from Nationwide, as part of that process are  
9 documents shared with the consumer at any stage?

10 **A. Documents, yes.**

11 Q. For example, is the price quote that you  
12 started your description with a written price quote?

13 **A. Yes.**

14 Q. And that's a document that's shared with the  
15 consumer and he can take home with him?

16 **A. We do have a formal quote letter when someone**  
**17 asks for a quote that we can provide a user friendly**  
**18 quote letter. Generally, that's not sent out on a**  
**19 telephone quote or if someone comes into the office**  
**20 and I provide the quote on the computer and share with**  
**21 them the information on the monitor and they say yes,**  
**22 I would like to purchase that coverage, generally that**  
**23 quote letter is not printed out.**

24 We would go directly into the application

1 the consumer has with respect to the limits of  
2 liability that they can purchase for different  
3 coverages.

4 Do you recall that?

5 **A. Correct.**

6 Q. And I'm going to limit my questions to  
7 automobile insurance. All right?

8 **A. Mm-hmm.**

9 Q. There are –

10 MR. LEONI: You have to answer actually  
11 verbally yes or no.

12 THE WITNESS: Yes.

13 MR. SPADARO: Thank you, Mr. Leoni.

14 BY MR. SPADARO:

15 Q. There are different dollar amounts in limits of  
16 liability that consumers are able to purchase within  
17 different coverages, right?

18 **A. Correct.**

19 Q. It's your understanding that with respect to  
20 PIP coverage there's a minimum amount that's mandated  
21 by statute. Is that right?

22 **A. That's right.**

23 Q. And the minimum statutory limits of liability  
24 for PIP coverage according to your understanding are

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1 \$15,000 per person/\$30,000 per accident. Is that  
2 right?  
3 **A. Correct.**  
4 Q. But consumers are able to purchase more than  
5 that, aren't they?  
6 **A. Yes.**  
7 Q. What is the full amount of limits of liability  
8 available from Nationwide today for PIP coverage?  
9 MR. CHEYNEY: Objection.  
10 MR. LEONI: Do you know what? So far we  
11 have been talking generically, but actually the notice  
12 of deposition refers only to Nationwide Mutual  
13 Insurance Company. So I'm assuming, and maybe  
14 wrongfully so, your questions are limited to  
15 Nationwide Mutual.  
16 MR. SPADARO: Yes. All my questions are  
17 limited to the defendant in this case, Nationwide  
18 Mutual -- let me make sure I get the name right --  
19 Nationwide Mutual Insurance Company.  
20 BY MR. SPADARO:  
21 Q. Do you understand that, sir?  
22 **A. Yes.**  
23 Q. Do all of your responses so far relate to  
24 Nationwide Mutual Insurance Company?

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1 policies?  
2 MR. SPADARO: Yes.  
3 BY MR. SPADARO:  
4 Q. I've said that I'm only referring to the  
5 defendant Nationwide Mutual Insurance Company and I  
6 have clarified all of my questions relate to  
7 automobile insurance. So that's a given with every  
8 question I ask unless I specify otherwise. I'm not  
9 going to ask you about products other than auto at  
10 this point.  
11 Do you understand my question?  
12 **A. I understand your question. But my response**  
13 **would be particularly regarding Nationwide Mutual, the**  
14 **company one, that Nationwide Mutual -- we're not**  
15 **talking about the non-standard. We're talking about**  
16 **generally -- all right.**  
17 Q. I'm only asking about the defendant in this  
18 case, Nationwide Mutual Insurance Company.  
19 **A. Yes. I understand your question.**  
20 MR. LEONI: Just to be clear for the  
21 witness because he seems to be having a little  
22 trouble --  
23 MR. SPADARO: If you have an objection to  
24 form, we're in the District Court, if you have an

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1 **A. Yes.**  
2 Q. So let me ask you again: Can you tell me the  
3 full amount of PIP limits of liability that are  
4 available for purchase from Nationwide today in  
5 Delaware?  
6 MR. CHEYNEY: Objection.  
7 **A. The maximum limits for PIP available is**  
8 **\$100,000 per person/\$300,000 per accident.**  
9 Q. Do you have a sense of in percentage terms of  
10 the percentage of auto policies that the Deaton Agency  
11 is involved in selling on Nationwide's behalf for  
12 which Delaware consumers in a typical year purchase  
13 the minimum limits of \$15,000 per person/\$30,000 per  
14 accident?  
15 MR. LEONI: Hold on a second. Can I hear  
16 that back?  
17 Could you read it back, Kurt?  
18 THE WITNESS: Because he --  
19 MR. LEONI: Hold on. He's going to read  
20 the question back to make sure we understand it.  
21 (The reporter read back the last  
22 question.)  
23 MR. LEONI: Again, we're referring only to  
24 Nationwide Mutual Insurance Company personal auto

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1 objection to the form, you can object to form. I'll  
2 clarify.  
3 BY MR. SPADARO:  
4 Q. You understand I'm trying to figure out how  
5 often people purchase the minimum limits? Do you  
6 understand my question?  
7 **A. Yes, I do.**  
8 Q. If you can ballpark that for me in percentage  
9 terms, that would be helpful.  
10 **A. Under Nationwide Mutual Insurance Company**  
11 **policies that we issue I would say only 25 percent or**  
12 **less purchase the minimum PIP coverage.**  
13 Q. Okay. Thank you. That's very helpful.  
14 Now, in response to our subpoena it's your  
15 understanding that the Deaton Agency produced certain  
16 documents to us?  
17 **A. That's correct.**  
18 Q. And is it your understanding that we reached a  
19 compromise by which the parties agreed that the Deaton  
20 Agency would produce policy-related documents for just  
21 35 policyholders?  
22 **A. Yes.**  
23 Q. And just for the record, over the course of the  
24 time period embraced by this lawsuit the agency has

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1 sold many more than 35 insurance policies, auto  
2 insurance policies, that is, on behalf of Nationwide?  
3 **A. Yes.**  
4 Q. But this was a compromise we reached to reduce  
5 the burden and expense of responding to the subpoena.  
6 Do you understand that?  
7 **A. Yes.**  
8 Q. I want to mark as Exhibit 2 to your deposition  
9 a set, a single set of these policy-related documents  
10 that were produced by the Deaton Agency as part of  
11 this compromise.  
12 Do you understand what I have represented?  
13 **A. Yes.**  
14 Q. And it's your understanding, is it not, that  
15 the Deaton Agency's attorneys, Mr. Leoni and his  
16 office, have blacked out or redacted certain  
17 identifying information that might otherwise have  
18 identified the policyholders under these policies?  
19 **A. Yes.**  
20 Q. And it's your understanding that the attorneys  
21 for the Deaton Agency have numbered the sets that were  
22 produced to us with one- or two-digit numbers?  
23 **A. Yes.**  
24 MR. SPADARO: Let me start by marking as

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1 Exhibit 2 to your deposition set number 63 from the  
2 Deaton production.  
3 (Deaton Deposition Exhibit No. 2 was  
4 marked for identification.)  
5 BY MR. SPADARO:  
6 Q. Just review that, if you would, to your  
7 satisfaction. Let me know when you feel comfortable  
8 answering some questions about it.  
9 **A. (Reviewing document) Okay.**  
10 Q. Does this appear to be a copy of the documents  
11 from set 63 of the Deaton production?  
12 **A. Yes.**  
13 Q. I'm going to ask you if you can try to describe  
14 the approximately seven pages that are part of Exhibit  
15 2 for me in a little more detail.  
16 **A. Okay.**  
17 Q. Thank you.  
18 **A. Page 1 -- the document is a standard automobile**  
**insurance application through Nationwide Mutual. The**  
**first page of the document provides basic declaration**  
**type information about the name of the insured, date**  
**of the application and basic demographic information**  
**about the insured, license, date of birth, social,**  
**address and so forth.**

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1 Page number 2 begins with detail about the  
2 vehicle to be insured itself, including the make,  
3 model, year, vehicle identification number and  
4 ownership. The second area of the second page of the  
5 document provides the coverage that's been selected.  
6 The liability, physical damage, uninsured motorist and  
7 PIP coverage are detailed there. Any discounts are  
8 listed there on the bottom of that second page.  
9 Page 3 provides ratings variables,  
10 including the work or work commute, annual mileage and  
11 any surcharges for rate class that might be  
12 applicable.  
13 Q. If I could just interject for a moment. By  
14 rating variables are we referring to underwriting  
15 factors that might result in a determination of the  
16 premium to be charged?  
17 **A. Correct.**  
18 Q. Thank you.  
19 **A. Below that on the third page is some general**  
**information specific to the place of the domicile of**  
**the applicant, where they live, and payment**  
**information is also included on page 3.**  
23 **The fourth page is a closing statement**  
24 **that provides information on how Nationwide will**

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1 handle the application regarding misrepresentations  
2 and acknowledgment of coverage and accepting of the  
3 risk.  
4 The fifth page includes statements that  
5 are asked to be initialed in total by the Insured  
6 regarding their use and ownership and declaration of  
7 any drivers in the household or have regular use of  
8 that vehicle and any forbidden uses of the vehicle  
9 under the personal auto policy, including delivery of  
10 pizza and you will see there in the one bullet the  
11 newspapers or taxicab-type things are prohibited. We  
12 ask that they acknowledge that there.  
13 And the final part on page 5 is the  
14 signature place where the applicant and the producing  
15 agent would sign and date and time the application.  
16 Q. So those first five pages are -- bear with me  
17 for a second.  
18 Those first five pages are the application  
19 themselves?  
20 **A. Those pages are the application, yes.**  
21 Q. And the remaining two pages of Deaton Exhibit 2  
22 are not what you would describe as part of the  
23 application?  
24 **A. Correct.**

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1    Q. But they are part of the larger process of 2    placing insurance? 3    A. <b>Correct.</b> 4    Q. I'm sorry I interrupted you. Thank you. 5 <b>A. The sixth page is the Delaware Motorists'</b> 6 <b>Protection Act, a form that's used to acknowledge and</b> 7 <b>where the applicant would select and verify or reject</b> 8 <b>any coverage options that they would like. The</b> 9 <b>minimum limits are displayed on this form that are</b> 10 <b>required by Delaware law, along with other optional</b> 11 <b>coverages for physical damage, including</b> 12 <b>comprehensive, collision, uninsured motorist, loss of</b> 13 <b>use. This is the form that we have the insured sign</b> 14 <b>that spells out the requirements and also the options</b> 15 <b>that are provided under the Delaware policies.</b> 16 <b>The final page is a copy of the screen</b> 17 <b>print that I mentioned. This would be a document that</b> 18 <b>I would share with an insured that would come in the</b> 19 <b>office if we were comparing different quotes. This is</b> 20 <b>simply a screen print of our quote process off the</b> 21 <b>computer.</b> 22   Q. That final page that you've indicated is shared 23   with the consumer is titled Auto Rate Quote Number 1? 24   A. <b>Correct.</b>	1    left-hand column that says Comprehensive, right? 2    A. <b>Correct.</b> 3    Q. And what does that information up to that point 4    indicate? 5 <b>A. That entry relates to the deductible that would</b> 6 <b>be applied to that line of coverage. \$250 would be</b> 7 <b>the deductible applicable to the comprehensive line of</b> 8 <b>coverage.</b> 9    Q. Very briefly, what does comprehensive coverage 10   entail in an auto insurance policy? 11   A. <b>Comprehensive coverage provides coverage for</b> 12 <b>damage to the insured vehicle that is not collision</b> 13 <b>related and would include glass breakage, vandalism,</b> 14 <b>theft, fire, flood. Collision with an animal would be</b> 15 <b>one comprehensive coverage where a collision would</b> 16 <b>take place with an animal, but it's damage to the</b> 17 <b>vehicle that's generally not collision related.</b> 18   Q. So it appears that it's contemplated for this 19   particular insurance contract that there will be a 20   deductible for comprehensive coverage of \$250, right? 21   A. <b>Correct.</b> 22   Q. And that deductible is expressed in a dollar 23   amount? 24   A. <b>Yes.</b>
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1    Q. Let me ask you to turn, if you would, to the 2    second page of Deaton Exhibit 2, please. 3         I'm going to direct your attention to the 4    entries in the middle of the page under the Heading 5    Vehicle Level Coverages. 6         Do you see that? 7    A. <b>Yes.</b> 8    Q. Now, there appear to be under that heading 9    three columns setting forth information. Is that fair 10   to say? 11   A. <b>Yes.</b> 12   Q. In the left-hand column we see the first entry 13   reads Comprehensive and underneath that Collision and 14   then underneath that Property Damage and so forth. 15   That left-hand column identifies different types of 16   insurance coverage within the automobile insurance 17   product? 18   A. <b>Correct.</b> 19   Q. Is that fair to say? 20   A. <b>Yes.</b> 21   Q. And the middle column begins with the number 22   250. Do you see that? 23   A. <b>Yes.</b> 24   Q. And that corresponds to the entry in the	1    Q. In the right-hand column there appear to be 2    dollar amounts set forth for each of the types of 3    coverage. 4         Do you see that? 5    A. <b>Yes.</b> 6    Q. The first being \$23.20 corresponding to the 7    comprehensive coverage entry, right? 8    A. <b>Correct.</b> 9    Q. Am I correct that sets forth the premium amount 10   to be collected with respect to each coverage within 11   the automobile insurance contract? 12   A. <b>Yes.</b> 13   Q. Now let me ask you to turn, if you could, to 14   the last page of Deaton Exhibit 2 entitled Auto Rate 15   Quote Number 1 and let me know when you have that 16   before you, please. 17   A. <b>I do.</b> 18   Q. This document has a similar format, doesn't it? 19   A. <b>Yes.</b> 20   Q. Because we see abbreviated names for the 21   different types of coverage beginning with COMP for 22   comprehensive and then COLL for collision, then PD for 23   property damage and so forth, right? 24   A. <b>Correct.</b>

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1 Q. And then in the middle column we see the dollar  
2 amount for comprehensive that indicates 250,  
3 signifying the \$250 deductible to be charged for that  
4 coverage, right?  
5 A. Correct.  
6 Q. In the right-hand column we see that 23.20  
7 indicating the \$23.20 premium to be collected for the  
8 comprehensive coverage, correct?  
9 A. Correct.  
10 Q. Now, there is information redacted on this  
11 page. So let me ask you as it appears in unredacted  
12 form, does the name of the insured appear on this  
13 page?  
14 A. Yes.  
15 Q. And would the page in unredacted form indicate  
16 anywhere the vehicle to be insured?  
17 A. Yes.  
18 Q. How would it identify that vehicle?  
19 A. By the year, make and model would generally  
20 appear in the heading above the \$250 deductible where  
21 it's been redacted. The vehicle year and type would  
22 appear there.  
23 Q. And we know that the types of coverages are  
24 described in the document, right?

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1 a brand-new vehicle on this day valued at \$20,000.  
2 Well, when the claim time comes a week, a month, a  
3 year later, the value of that vehicle would be  
4 determined at that time based on the actual cash value  
5 of the vehicle at the time.  
6 So that deductible is assessed as a common  
7 factor against the amount of the claim because the  
8 limit of liability would be relatively unknown based  
9 on the actual cash value of the vehicle.  
10 Q. So the limit of liability is not expressed in  
11 that column for comprehensive coverage because it's  
12 not a readily identifiable number at the time the  
13 policy is purchased?  
14 A. Correct.  
15 Q. Rather, it's a number to be determined later  
16 based on the depreciating value of the property?  
17 A. And the amount of damage incurred, correct.  
18 Q. And the amount of damage incurred. Thank you.  
19 The number 500 appears in the middle  
20 column for the entry for collision damage. Do you see  
21 that?  
22 A. Yes.  
23 Q. And what does that number express?  
24 A. In similar fashion, it is a deductible that

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1 A. Correct.  
2 Q. And the limits of liability for the coverages  
3 are set forth, are they not?  
4 A. Yes.  
5 Q. And the premium amount to be charged for each  
6 is set forth, right?  
7 A. Yes.  
8 Q. Turning to that middle column that begins with  
9 the number 250 for the deductible for comprehensive  
10 coverage, that is not a dollar amount that indicates  
11 the limit of liability for comprehensive coverage, is  
12 it?  
13 A. No.  
14 Q. It indicates rather the dollar amount of the  
15 deductible for that coverage, right?  
16 A. Correct.  
17 Q. Why does it indicate a dollar amount for the  
18 deductible rather than for the limit of liability?  
19 A. The deductible is a common factor that would be  
20 charged against a claim regardless of -- the value of  
21 the vehicle is a variable that cannot really be  
22 contemplated at the time of application. The value or  
23 limit of that coverage would be contemplated at the  
24 time of the claim, meaning someone may have purchased

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1 would be charged against the claim to the insured for  
2 a collision claim.  
3 Q. And that's expressed as a dollar amount?  
4 A. Correct.  
5 Q. And the reason that entry is expressed as a  
6 deductible rather than showing the limit of liability  
7 for collision damage is the same reason you explained  
8 with respect to comprehensive coverage, right?  
9 A. Yes.  
10 Q. It is an unknowable factor at the time the  
11 policy is purchased?  
12 A. Correct.  
13 Q. The number 10,000 appears in that middle column  
14 entry on this last page of Deaton Exhibit 2 for  
15 property damage coverage.  
16 Do you see that?  
17 A. Yes.  
18 Q. And is that insurance coverage that insures  
19 against property damage claims brought by other  
20 drivers for damage done to their property?  
21 A. Correct.  
22 Q. And the 10,000 indicates, the 10,000 figure in  
23 that middle column of the last page of Deaton Exhibit  
24 2 for property damage indicates the dollar amount of

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1 the limit of liability for property damage coverage? 2 <b>A. That's correct.</b> 3 Q. And that's expressed as a dollar amount because 4 it is a dollar amount known at the time the policy is 5 purchased? 6 <b>A. That's correct.</b> 7 Q. When the policy is purchased it's readily 8 ascertainable what the limit of liability is for 9 property damage coverage or bodily injury coverage, 10 right? 11 <b>A. Correct.</b> 12 Q. And for the bodily injury entry we see 15/30 in 13 the middle column. 14 Do you see that? 15 <b>A. Yes.</b> 16 Q. What does that mean? 17 <b>A. That signifies \$15,000 per person and a \$30,000</b> <b>per accident limitation.</b> 18 Q. So that's the limit of liability for bodily 19 injury coverage? 20 <b>A. Correct.</b> 21 Q. And that's the insurance made available for 22 claims by other persons than the insured against the 23 insured for bodily injury suffered in a covered event?	1 <b>A. Correct.</b> 2 Q. I have no idea what that means and I guess that 3 means coverage not wanted, but maybe you could tell 4 me. 5 <b>A. That's exactly correct.</b> 6 Q. Is it the case that wherever I see CNW in the 7 documents that Deaton produced it means coverage not 8 wanted? 9 <b>A. Yes.</b> 10 Q. And I'll represent to you that I have seen that 11 entry in documents produced by other insurance agents 12 that have been subpoenaed in the case. 13 Do you understand what I have told you? 14 <b>A. Sure. Yes.</b> 15 Q. Do you understand that to be a standard 16 abbreviation used in documents of this type -- 17 <b>A. Yes.</b> 18 Q. -- by insurance agents? 19 <b>A. Yes.</b> 20 Q. I'm sorry. Your answer is? 21 <b>A. Yes.</b> 22 Q. Thank you. 23 Let me take you to the entry for PIP in 24 the left-hand column. Do you see that?
Page 39	Page 41
1 <b>A. Correct.</b> 2 Q. The next entry on the left reads UMBI. Do you 3 see that? 4 <b>A. Yes, I do.</b> 5 Q. What does that stand for? 6 <b>A. It stands for uninsured motorist bodily injury</b> <b>coverage.</b> 7 Q. I'm sorry. I skipped. There's an entry above 8 that column that says DB. 9 Do you see that? 10 <b>A. Yes.</b> 11 Q. What does that stand for? 12 <b>A. That stands for death benefit.</b> 13 Q. What is the death benefit coverage? Could you 14 explain that quickly? 15 <b>A. Nationwide's product provides a death benefit</b> <b>to the named insured, the driver and passengers if</b> <b>they are killed in a covered accident if they are</b> <b>wearing their seat belt. There is a small death</b> <b>benefit payable.</b> 16 Q. Then in the middle entry where otherwise 17 there're expressed limits of liability or deductibles 18 you see the entry in letters CNW. 19 Do you see that?	1 <b>A. Yes.</b> 2 Q. And in the middle column it says full. 3 Do you see that? 4 <b>A. Yes.</b> 5 Q. And that's a characterization that we see in -- 6 I'll represent to you that that characterization of 7 PIP as full is one that can be found in every set of 8 documents that the Deaton Agency produced. 9 Do you understand what I am representing 10 to you? 11 <b>A. Yes.</b> 12 Q. Does that surprise you? 13 <b>A. No.</b> 14 Q. Is it fair to say that the characterization of 15 PIP as full in documents like the auto rate quote 16 shown on the last page of Deaton 2 is a routine one in 17 your business? 18 <b>A. Yes.</b> 19 Q. What I could do is show you some additional 20 examples of that characterization as it appears in 21 other sets of documents that Deaton produced simply so 22 you could confirm that full is in there. We can go 23 through that exercise. I'm happy to do that. Or you 24 could simply tell me that you expect to find it in all

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1 of them, if that's the case.  
 2 **A. Yes. I would expect to see that usage of the**  
 3 **word "full" in the various documents that you have**  
 4 **obtained.**

5 Q. And you would expect to see it in connection  
 6 with PIP?

7 **A. Correct.**

8 MR. SPADARO: Just give me a couple of  
 9 minutes to think if I have anything else and I may  
 10 have nothing else.

11 MR. LEONI: While we're on break, you're  
 12 not allowed to talk to me, him, anybody else about  
 13 your testimony, what questions you were asked, what  
 14 questions you may be asked. You can talk to him about  
 15 anything else, hunting or whatever.

16 Do you understand that?

17 THE WITNESS: Yes.

18 MR. LEONI: Okay.

19 (A brief recess was taken.)

20 MR. SPADARO: Mr. Deaton, let me show you  
 21 what I am going to ask the court reporter to mark as  
 22 Exhibit 3 to your deposition.

23 (Deaton Deposition Exhibit No. 3 was  
 24 marked for identification.)

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1 **A. Yes.**  
 2 Q. Is this that type of document that you  
 3 described in that explanation?  
 4 **A. Yes.**  
 5 MR. SPADARO: That's all I have,  
 6 Mr. Deaton. I appreciate your patience and coming up  
 7 here today.  
 8 MR. CHEYNEY: I have some questions.  
 9 MR. LEONI: Mr. Cheney is going to ask you  
 10 some questions.  
 11 BY MR. CHEYNEY:  
 12 Q. Mr. Deaton, the packet 63 that was shown to  
 13 you, there is no binder attached, is there?  
 14 **A. There is not.**  
 15 Q. Do you keep a copy of the binder?  
 16 **A. As a rule, generally no.**  
 17 Q. Do you give a binder copy to the policyholder  
 18 or the new policyholder?  
 19 **A. Yes.**  
 20 Q. What does the binder indicate? Do you have a  
 21 copy of that that you could make available?  
 22 **A. I could make it available. It is very similar**  
 23 **In its format and content to the memorandum of**  
 24 **Insurance.**

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1 BY MR. SPADARO:  
 2 Q. Mr. Deaton, take your time reviewing that  
 3 document, but I don't think I have too much to ask you  
 4 about it. I will represent to you that the document  
 5 marked as D-3 entitled Auto Memorandum Of Insurance is  
 6 just that, an auto memorandum of insurance that was  
 7 shared with us by the plaintiffs in this case, Mr. and  
 8 Mrs. Eames.

9 Do you understand what I have represented?

10 **A. Yes.**

11 Q. You can I think readily determine that this is  
 12 not a document related to an auto policy that was sold  
 13 through your office.

14 **A. Correct.**

15 Q. But instead it appears to relate to a policy  
 16 sold through another Delaware insurance agent?

17 **A. Correct.**

18 Q. I simply want to ask you whether -- let me go  
 19 back.

20 You referred during your helpful  
 21 description of the step-by-step process by which the  
 22 auto policy is sold to a document type called the auto  
 23 memorandum of insurance.

24 Do you remember that?

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1 **I could elaborate briefly that the auto**  
 2 **memorandum of insurance is generally once the policy**  
 3 **is issued by the company and physically processed, the**  
 4 **auto memorandum would be issued because it has a**  
 5 **policy number on it.**  
 6 **The binder contains pretty much the same**  
 7 **information with a caveat that says this is a binder**  
 8 **subject to the issuance of the policy. It gives a 30-**  
 9 **day time limit.**  
 10 Q. That's exactly my question. The binder is not  
 11 the policy?  
 12 **A. Correct.**  
 13 Q. Now, the automobile insurance application that  
 14 you have as Exhibit 63, this is signed by the  
 15 applicant. Is that correct?  
 16 **A. Correct.**  
 17 Q. Is the information on it signed by the  
 18 applicant when they sign it?  
 19 **A. Yes.**  
 20 Q. Do you explain to the applicant what the PIP,  
 21 personal injury protection, full and \$71.90 means?  
 22 **A. Yes.**  
 23 Q. And what does full mean when it appears there  
 24 that's explained to the applicant?

12 (Pages 42 to 45)

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<p>1   <b>A. It means that that coverage is without a 2 deductible meeting the statutory requirement, the full 3 limit of the statute, which is 15/30.</b></p> <p>4   Q. Now, does that 71,90 that appears in that 5 column adjacent to full, to the right of full reflect 6 that premium for that policy coverage?</p> <p>7   <b>A. Yes.</b></p> <p>8   Q. And if it were anything greater like the 9 additional policy coverage you spoke of, the APIP or 10 the 100/300,000, would that be a different premium?</p> <p>11   <b>A. Yes, it would.</b></p> <p>12   Q. And that appears in the additional personal 13 injury protection, coverage not wanted?</p> <p>14   <b>A. Correct.</b></p> <p>15   Q. Is there a discussion between you or your 16 agency and the insured as to the options of the APIP, 17 additional personal injury protection, or the minimum 18 policy limits?</p> <p>19   <b>A. Yes.</b></p> <p>20   Q. Is this application always given, always given, 21 routinely given to the insured at the time they come 22 in?</p> <p>23        MR. SPADARO: Objection to the form. 24        You can answer.</p>	<p>1   first three words, "Read your policy." 2        Do you see that?</p> <p>3   <b>A. Yes.</b></p> <p>4   Q. Is that something that's always told to an 5 applicant, when the policy comes to read the policy 6 and if there's any questions to call you?</p> <p>7   <b>A. Yes.</b></p> <p>8   Q. The application is not the policy, is it?</p> <p>9   <b>A. Correct.</b></p> <p>10   Q. In the closing statement on page 4 there's a 11 paragraph four from the bottom. That first sentence 12 of that paragraph, could you read that?</p> <p>13   <b>A. Beginning with "I hereby"?</b></p> <p>14   Q. Yes.</p> <p>15   <b>A. "I hereby acknowledge that all coverages, 16 required and optional, available to me have been fully 17 explained."</b></p> <p>18   Q. In connection with that statement is it fair to 19 say from your agency and your personal viewpoint that 20 you explain to the insured at the time of the 21 application what the limits are that they are 22 purchasing, what the deductibles available are and 23 what the available additional APIP coverage for PIP 24 might be?</p>
<p>1        MR. CHEYNEY: I think those words were 2 your words, "routine" and "common." I'm just trying 3 to get back to what your question was and repeat those 4 words.</p> <p>5        So let me do it again.</p> <p>6   BY MR. CHEYNEY:</p> <p>7   Q. Is this application routinely and commonly 8 given to the insured at the time he signs the 9 application?</p> <p>10   <b>A. It is offered consistently to the insured if 11 they would like to have a copy of it.</b></p> <p>12   Q. How often in your experience during the course 13 of the year, an average year do they take it or don't 14 take it?</p> <p>15   <b>A. It's taken rarely by -- in my experience, the 16 physical application is rarely taken by the applicant. 17 Their concern is the proof of coverage that they would 18 need for the purchase of their vehicle or their motor 19 vehicle or to go to Motor Vehicle for registration 20 processes, purposes.</b></p> <p>21        <b>A small percentage generally request the 22 hard copy application.</b></p> <p>23   Q. Now, going to page 3 of the application, the 24 very last line under Notice, it says, and I quote the</p>	<p>Page 47</p> <p>1   <b>A. Yes.</b></p> <p>2   Q. Now, it also says in the very last paragraph -- 3 could you read that sentence fully, please?</p> <p>4   <b>A. "I have read and signed the Delaware Motorist 5 Protection Act form, required by Delaware statute and 6 have selected the coverage and limits requested 7 hereon."</b></p> <p>8   Q. Now, is that form what page 6 would be?</p> <p>9   <b>A. Yes.</b></p> <p>10   Q. And do you and your agency go over this form 11 and what is checked on the form?</p> <p>12   <b>A. Yes.</b></p> <p>13   Q. Is frequently or infrequently the checking the 14 result of actual conduct of the applicant or by your 15 agency?</p> <p>16   <b>A. Do you refer to the physical marking of the 17 box?</b></p> <p>18   Q. Yes.</p> <p>19   <b>A. Generally by the agent or agency employee, not 20 the applicant.</b></p> <p>21   Q. Is it always done as a result of a conversation 22 and specific question?</p> <p>23   <b>A. Yes.</b></p> <p>24   Q. Do you see anywhere on this policy the</p>

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<p>Page 50</p> <p>1 word "full" unmodified by any other word when it comes      2 to the no-fault coverage package number 3?</p> <p>3 MR. SPADARO: Objection.</p> <p>4 MR. LEONI: Objection. Because I don't      5 understand. You said, "Do you see anywhere on this      6 policy." What policy?</p> <p>7 MR. CHEYNEY: I beg your pardon. The      8 Delaware Motorists' Protection Act form. We're on      9 page 6.</p> <p>10 MR. LEONI: Of exhibit Deaton Exhibit 2.</p> <p>11 MR. CHEYNEY: Withdraw the question.</p> <p>12 BY MR. CHEYNEY:</p> <p>13 Q. Looking at this form where it says the      14 coverages under A, paragraph 3, do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. And do you see under B, "Options. You must      17 select limits and coverage desired"? Do you see that      18 paragraph?</p> <p>19 A. Yes.</p> <p>20 Q. Do you see paragraph or subparagraph 3 in that      21 column?</p> <p>22 A. Yes.</p> <p>23 Q. What does that say?</p> <p>24 A. "Full Coverage with no Deductible."</p>	<p>Page 51</p> <p>1 Q. Is it from that choice where the selection is      2 made in column C that information is put into the      3 computer as to what the PIP coverage is for the 15/30?</p> <p>4 A. Yes.</p> <p>5 Q. At the bottom of that page 6 can you read that      6 information that's contained in the box?</p> <p>7 A. "It is not the intent of this statement to      8 limit or discourage the purchase of increased limits      9 of liability and personal injury protection coverages,      10 or other additional coverages which may be available      11 from the company."</p> <p>12 Q. Is it your custom and routine and practice in      13 your agency to always offer the APIP coverage?</p> <p>14 A. Yes.</p> <p>15 Q. The screen saver, page 7 of this of Exhibit 63,      16 is this something that is routinely and commonly given      17 to the insured or is this a screen saver that you use      18 for making a rate quote?</p> <p>19 MR. SPADARO: Objection to the form.</p> <p>20 Q. It's okay.</p> <p>21 A. This is a document that is generally used for      22 explanation and comparison of options, but it is      23 generally not given to the applicant unless requested.      24 It's more of a worksheet, if you will.</p> <p>1 Q. It's a rate quote sheet, correct?</p> <p>2 A. Correct.</p> <p>3 Q. It is not the policy, is it?</p> <p>4 A. No.</p> <p>5 MR. LEONI: Let me just make sure the      6 record is clear that this is Deaton Exhibit 2 we're      7 talking about which has on the first page a marking      8 number 63.</p> <p>9 MR. CHEYNEY: Correct. It's the last page      10 of that.</p> <p>11 BY MR. CHEYNEY:</p> <p>12 Q. In connection with dealing with applicants for      13 insurance, is there a script given to you by      14 Nationwide as to what to say when talking about PIP      15 protection?</p> <p>16 A. No.</p> <p>17 Q. Is it fair to say that when dealing with      18 applicants everyone is different and unique?</p> <p>19 A. Yes.</p> <p>20 Q. Although the areas are covered, there's no      21 script or set formula of language used?</p> <p>22 A. That's correct.</p> <p>23 MR. CHEYNEY: That's all I have. Thank      24 you.</p>
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1 Q. And what does it mean for coverages to be fully  
2 explained?  
3 **A. To make sure that the applicant understands**  
4 **what coverages are available to them and what limits**  
5 **of coverages that they are purchasing, what optional**  
6 **limits might be available to them, and coverages not**  
7 **just relating to the PIP, as we mentioned, but**  
8 **additional coverages in terms of rental car, towing**  
9 **and labor, other accessory coverages that may be**  
10 **available that they may not have thought about or**  
11 **contemplated.**  
12 Q. The reference in that sentence to coverages  
13 being fully explained does not imply a minimal  
14 explanation, does it?  
15 **A. No.**  
16 Q. The last sentence on that page that bears the  
17 heading Closing Statement and is part of Deaton  
18 Exhibit 2 was a sentence that Mr. Cheyney asked you to  
19 read fully.  
20 Do you recall that?  
21 **A. Yes.**  
22 Q. And in response to his request, you read the  
23 entire sentence, didn't you?  
24 **A. Yes.**

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1 insurance agents pursuant to the Eames plaintiffs'  
2 subpoenas the word "full" appears next to the term  
3 "PIP."  
4 MR. LEONI: So stipulated.  
5 MR. CHEYNEY: It's agreed.  
6 MR. SPADARO: I have nothing further.  
7 Thank you very much.  
8 (Proceedings concluded at 12:10 p.m.)  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

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1 Q. You didn't read part of it, right?  
2 **A. Correct.**  
3 MR. SPADARO: That's all I have. Thank  
4 you.  
5 MR. LEONI: Any other questions?  
6 MR. CHEYNEY: No.  
7 MR. LEONI: All right.  
8 (Discussion off the record.)  
9 MR. SPADARO: The parties, being the Eames  
10 plaintiffs, the defendant Nationwide and the remaining  
11 insurance agents to be deposed today pursuant to the  
12 Eames plaintiffs' subpoena, which includes the  
13 Broadbent Agency, the Truitt Agency and the Hoban  
14 Agency, have agreed to a stipulation in lieu of  
15 continuing with those depositions so that based on  
16 this stipulation the depositions of the Broadbent,  
17 Truitt and Hoban designees pursuant to the plaintiffs'  
18 subpoenas will no longer be necessary and have been  
19 canceled.  
20 And the terms of the stipulation are as  
21 follows, and I invite counsel, please, to indicate  
22 their assent or disagreement with the way that I  
23 characterize it. The parties have stipulated that in  
24 the vast majority of documents produced by the

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3       REPLACE THIS PAGE  
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6       COMPLETED AND SIGNED  
7       BY THE DEPONENT.

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1 State of Delaware )  
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4        CERTIFICATE OF REPORTER  
5

6       I, Kurt A. Fetzer, Registered Diplomatic  
7       Reporter and Notary Public, do hereby certify that  
8       there came before me on Tuesday, August 9, 2005, the  
9       deponent herein, GLENN W. DEATON, who was duly sworn  
10      by me and thereafter examined by counsel for the  
11      respective parties; that the questions asked of said  
12      deponent and the answers given were taken down by me  
13      in Stenotype notes and thereafter transcribed by use  
14      of computer-aided transcription and computer printer  
15      under my direction.  
16      I further certify that the foregoing is a true  
17      and correct transcript of the testimony given at said  
18      examination of said witness.  
19      I further certify that I am not counsel,  
20      attorney, or relative of either party, or otherwise  
21      interested in the event of this suit.

22  
23  
24  
17      Kurt A. Fetzer, RDR, CRR  
18      Certification No. 100-RPR  
19      (Expires January 31, 2008)

DATED:

20  
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